

**James A. Lang**  
2717 Haverhill Ct.  
Clearwater, FL 33761  
727-797-3664

FILED  
MAR 19 11 05  
LAI - CIVIL  
CLERK  
97-1234

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

Thomas A. Dillon, Independent Fiduciary  
Of Employers Mutual Plans,

Plaintiff,

v.

James A. Lang, et al.

Defendants.

**CASE NO. CV-N-03-0119-HDM-VPC**

**Defendant James A. Langs Response  
To Court Order and Accompanying  
Information of March 26, 2003**

To follow is input requested by Mr. Brace with respect to a pre-trial conference. This will include Mr. Lang's response to the Court Order of March 26, 2003 and the additional attachments and information accompanying the Court Order as sent by Attorney Robert Brace. Be it known that Mr. Lang is also accompanying this response with the information requested in the four interrogatories in the original Court Order as requested in the Court Order and to the best of his ability and according to information taken directly from files maintained for the Employers Mutual clients mentioned in the Court Order.

### **Grounds For This Response**

1. Although Mr. Lang has been ordered to and is complying with the March 26, 2003 Court Order following the hearing with Magistrate Judge Cook, Mr. Lang, as would any conscientious insurance agent, objects to having to list Social Security numbers, names, addresses, and phone numbers of Employers Mutual Clients. The court, without the written consent of these individuals of whom files have been kept, is requesting this information. This, in Mr. Lang's understanding of HIPAA, does not allow for any client to have protection of their right, under the HIPAA Laws as currently written, to confidentiality and privacy. Should any of this information become public record, Mr. Lang should be absolved of any liability in that he complied with the Court Order rather than withhold this information on behalf of these individuals and their families.
2. Mr. Lang, and perhaps others, cannot afford any Mediator's fees or other additional fees whatsoever at this time. Due to budgetary constraints, there are no funds available at all. This places Mr. Lang at an economic disadvantage since Mr. Dillon has fees allotted to him and has not had to use his own funds. Mr. Lang is placing the court on notice of his economic situation.
3. Mr. Lang, and perhaps others, cannot afford the services of any attorney nor can he afford to "co-op" with any attorney. This is being stated as a matter of fact and for the record. This is an economic disadvantage and therefore a legal disadvantage for Mr. Lang, and perhaps others. Mr. Lang wishes to place the court on notice of this fact.
4. Mr. Lang, and perhaps others, objects to any use of "one common attorney" to serve the various and different needs of the entire list of Defendants. Mr. Lang believes that no

one person is qualified, that no one person has all the facts, that any additional expense, time, travel, etc. is not realistic in attempting to work with "one common attorney". How one attorney would be capable of coordinating the various needs of hundreds of defendants is a question to Mr. Lang and something he is gravely concerned about. This places Mr. Lang, and perhaps others, at a disadvantage in defending himself.

5. The venue of Reno, Nevada makes use of time difficult since Mr. Lang is 3 time zone hours removed from that location. Mr. Lang cannot afford to travel such a distance, rent hotel/motel space, and pay for his own meals and transportation. This places Mr. Lang, and perhaps others, at a disadvantage in defending himself.

6. The venue of Reno, Nevada is far removed from any of the Employers Mutual clients Mr. Lang would have come in contact with. This places these individuals, their wishes and interests as a lower priority as a result.

7. The venue of Reno, Nevada is far removed from any agents Mr. Lang could have contacted personally. Mr. Lang himself, and others included are at a disadvantage in defending themselves as a result of this.

8. Mr. Lang objects to the one-sided discovery thus far in this case. Mr. Lang is trying to defend himself with both hands tied behind his back.

9. When Mr. Bastie asked Magistrate Judge, Valerie Cook about being contacted for telephonically attending the pre-trial conference for August 26, 2003, Judge Cook stated, in the meeting concerning Objections on July 21, 2003, that "...the clerk of the court will, uh I assume, Judge McKibben's clerk, deputy court clerk, will have all of the telephone numbers for parties, just as my court clerk did and she will make those arrangements sir,

and be in touch with you. Mr. Bastie. Today's date is August 11, 2003, and no one has contacted Mr. LANG or Mr. Bastie as of yet.

10. When placed on notice concerning certain tactics being used by Mr. Brace appearing to be fraudulent and attempting to use the color of law to procure money, Judge Cook struck from the record Mr. Bastie's notice. It would seem that any court would be the least bit interested in investigating the allegations and complaints as to these serious events.

11. Mr. Lang objects (input was requested) to Mr. Brace's drafted Preliminary Report in its entirety and objects to the court accepting it in any form at this time. Mr. Brace's Case Management Order is objectionable on its face.

#### **Conclusion**

The responses of Mr. Lang were requested by Mr. Brace in his accompanying paperwork and Court Order of March 26, 2003 and therefore should be considered either prior to or during the August 26, 2003 conference with Judge McKibben.

Prepared and submitted by: \_\_\_\_\_  
James A. Lang

#### **Certificate of Service**

I, James A. Lang, certify that August 15, 2003, I mailed a true and correct copy of the above and foregoing response via first class mail to:

Robert L. Brace  
P.O. Box 630  
Santa Barbara, CA 93102

and

Richard W. Horton  
Suite 1100 Bank of America Plaza  
50 W. Liberty Street  
Reno, NV 89501

## **RESPONSE TO ATTACHMENT B**

### **COURT ORDERED INTERROGATORIES TO BE ANSWERED BY DEFENDANT**

#### **INSURANCE PRODUCERS**

This is James A. Lang's response to the Interrogatories as per Court Order and schedule set forth for Mr. Lang to respond (see Order, generated by Magistrate Valerie Cook following July 23, 2003 meeting in her chambers). These responses are no admission of any fault, liability, guilt, or any other admission. These responses are merely responses as per Attachment B. As to the in-depth nature of the information, these are the files within my possession and all information is listed as is in each file.

#### **Interrogatory No.1**

As to identifying each plan, employer, employee (and employee dependents) who purchased the **ERISA Plan** with my knowledge and whose file I maintain to some extent, I am providing what limited information is contained in the files. See attached information, fee report. As to anyone who "purchased the subject insurance by or through you..." there were no individuals that fit in this category. The Feb. 1, 2003 Court Order specifically listed Employers Mutual Plans being under the Department of Labor, ERISA, and stated that each plan was an EWBP, therefore, the term "insurance" is inappropriate.

#### **Interrogatory No. 2**

This refers only to ERISA EWBP's since no "insurance" was marketed to anyone as stated above. As to each client: provide their address, phone number and social security number. Please refer to fee report for this information. Again, this is provided to the extent that it is maintained in a file.

#### **Interrogatory No. 3**

As to each client, provide their inception date, termination date and the amount of premiums paid. Inception dates are listed in fee report. Those unknown are not listed. As to any premiums or fees, Mr. Lang only lists the amount of each "first month's" check. He has no direct first hand information concerning what was paid or not paid after that time. Again, these statements relate to ERISA Plans, not insurance.

#### **Interrogatory No. 4**

Identify each Insurance Producer with whom you, the responding Insurance Producer, shared a commission override or had a commission override agreement. Since all agreements were with Associated Agents of America, Mr. Lang has no agreements in his possession. As to a list of shared override fees, Mr. Lang has listed Leon Yannaroudis with whom he, Mr. Starling, & Mr. Bastie shared override fees. Mr. Lang recruited but one these individuals. Most were either recruited by others or were recruited by Associated Agents of America. The only link with some of the individuals listed on this page was a monetary override and Mr. Lang had no knowledge otherwise of these individuals, their clients, nor any agent or agents they may have recruited to market Employers Mutual or any other health, life, disability, dental, vision, or other plan. ERISA Plans can provide fees to marketers; insurance plans on the other hand, provide commissions. Please note this fact for the record.

BENEFIT ADMINISTRATION  
P.O. Box 15550  
Long Beach, CA 90815

## Representative Fee Report

Date Of Report: 5/24/2001 10:23:22 PM

Attention: Leon Yannaroudis  
1575 Main Street  
Dunedin, FL 34698-

*breakcase*

Mode, Affiliation, And Client Name	Effective	Cancelled	Group Count	Fees
<b>Monthly</b>				
CBSAA DIAMOND CLUB Joan Berkowitz, PA, Group L	3/1/2001		1	\$18.27
CBSAA DIAMOND CLUB Ultracolor System, Group	1/1/2001		0	\$24.85
CBSAA DIAMOND CLUB BK Construction of Tampa, I	2/1/2001		3	\$43.12
CBSAA DIAMOND CLUB Bonnie L. Wagner-Century 2	2/1/2001		1	\$10.64
CBSAA DIAMOND CLUB Sunshine Gifts and Jewelry,	2/1/2001		0	\$16.45
CBSAA DIAMOND CLUB Gary Jones Group, Group	2/1/2001		1	\$24.92
CBSAA DIAMOND CLUB Aztlan Projects/Don Matthew	3/1/2001		1	\$19.32
CBSAA DIAMOND CLUB Brandy Marine, Group	3/1/2001		7	\$93.17
CBSAA DIAMOND CLUB Tarpon Rental Center Inc., Gr	2/1/2001		1	\$25.41
<b>Total # of CBSAA DIAMOND CLUB</b>			<b>9</b>	<b>Total Amount of Fees: \$276.15</b>
<b>Total For Monthly</b>				<b>\$276.15</b>
<b>Grand Total For Yannaroudis</b>			<b>9</b>	<b>\$276.15</b>

*Add 93.17*

INSURCARE, INC.  
1575 MAIN STREET  
DUNEDIN, FL 34698

TO THE  
ORDER  
OF:

Three Hundred Four and 29/100 Dollars

May 25, 2001

VOID After 90 Days

\*\*\*\*\*\$304.29\*

AMOUNT

DATE

PAY

ASSOCIATED AGENTS OF AMERICA  
P.O. BOX 15540  
LONG BEACH, CA 90815

COMERICA BANK - CALIFORNIA  
East Long Beach Office

90-3752/1211  
898

1297

Monthly

CBSAA DIAMOND CLUB	Grecian Island Restaurant, Gr	4/1/2001	1	\$20.79
CBSAA DIAMOND CLUB	Bryan C Makowski, Group	4/1/2001	1	\$21.42
CBSAA DIAMOND CLUB	John Burek, Group	3/1/2001	1	\$28.56
CBSAA DIAMOND CLUB	Steve Haritos, Group	4/1/2001	1	\$24.92
CBSAA DIAMOND CLUB	Aacardi Inc/Stuart W. Arnold	4/1/2001	2	\$53.27
CBSAA DIAMOND CLUB	Kimberly Carbin, Group	4/1/2001	1	\$32.13
CBSAA DIAMOND CLUB	Universal Tile & Marble, Gro	4/1/2001	2	\$20.51
CBSAA DIAMOND CLUB	Jaclyn Hatch, Group	4/1/2001	1	\$8.26
CBSAA DIAMOND CLUB	Law Office of Craig Epifanio,	3/1/2001	0	\$11.55
CBSAA DIAMOND CLUB	Davis Lawn Care, Group	2/1/2001	1	\$17.50
CBSAA DIAMOND CLUB	Alex Family Restaurant, Grou	3/1/2001	2	\$44.24
CBSAA DIAMOND CLUB	Lauren Liberatore, Group	3/1/2001	0	\$21.14

Total # of CBSAA DIAMOND CLUB 12

Total Amount of Fees: \$304.29

Total For Monthly

\$304.29

Grand Total For Lang 12

\$304.29